

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF NEW JERSEY**

In re:

Powin, LLC, *et al.*,¹

Debtors.

Chapter 11

Case No. 25-16137 (MBK)

(Jointly Administered)

**SUPPLEMENTAL NOTICE OF POTENTIALLY ASSUMED EXECUTORY
CONTRACTS AND UNEXPIRED LEASES**

YOU ARE RECEIVING THIS NOTICE BECAUSE YOU
OR ONE OF YOUR AFFILIATES ARE A COUNTERPARTY TO AN
EXECUTORY CONTRACT OR UNEXPIRED LEASE WITH ONE OR MORE
OF THE DEBTORS AS SET FORTH ON **EXHIBIT A** ATTACHED HERETO.

PLEASE TAKE NOTICE that, on July 17, 2025, the United States Bankruptcy Court for the District of New Jersey (the “Court”) entered the *Order (I) Designating a Stalking Horse Bidder and Approving Stalking Horse Bidder Protections, (II) Approving Bidding Procedures by Which Interested Parties May Bid and an Auction Sale Format in Connection With the Sale of Substantially All of the Debtors’ Assets, (III) Approving Form of Asset Purchase Agreement, (IV) Approving Form of Notice to be Provided to Interested Parties, (V) Authorizing the Assumption and Assignment of Assumed Contracts and Notice Procedures Thereto, (VI) Scheduling a Court Hearing to Consider Approval of the Sale to the Highest and Best Bidder, and (VII) Authorizing the Sale of the Debtors’ Property Free and Clear of All Causes of Action and Claims* [Docket No. 413] (the “Bidding Procedures Order”) in the chapter 11 cases of the above-captioned debtors and debtors-in-possession (collectively, the “Debtors”). The bidding procedures (the “Bidding Procedures”) were attached to the Bidding Procedures Order as Exhibit 1.

PLEASE TAKE FURTHER NOTICE that, on July 18, 2025, pursuant to the Bidding Procedures Order, the Debtors filed and served the *Notice of Potentially Assumed Executory Contracts and Unexpired Leases* [Docket No. 446], which included a list of potentially assigned contracts or agreements attached thereto as Exhibit A (the “Initial List of Potentially Assigned Contracts”).

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are: (i) Powin Project LLC [1583]; (ii) Powin, LLC [0504]; (iii) PEOS Holdings, LLC [5476]; (iv) Powin China Holdings 1, LLC [1422]; (v) Powin China Holdings 2, LLC [9713]; (vi) Charger Holdings, LLC [5241]; (vii) Powin Energy Ontario Storage, LLC [8348]; (viii) Powin Energy Operating Holdings, LLC [2495]; (ix) Powin Energy Operating, LLC [6487]; (x) Powin Energy Storage 2, Inc. [9926]; (xi) Powin Energy Ontario Storage II LP, [5787]; and (xii) Powin Canada B.C. Ltd. [2239]. The Debtors’ mailing address is 20550 SW 115th Avenue Tualatin, OR 97062.

PLEASE TAKE FURTHER NOTICE that on July 30, 2025, the Debtors conducted the Auction² in accordance with the Bidding Procedures. Following the Auction, the Debtors filed the *Notice of Winning Bidders* [Docket No. 591], declaring FlexGen Power Systems, LLC (“FlexGen”) as the Winning Bidder for the Purchased Assets (as defined in the FlexGen Asset Purchase Agreement, attached as Exhibit B to the *Notice of Winning Bidders*).

PLEASE TAKE FURTHER NOTICE that the Court held a Sale Hearing on August 6, 2025, and approved the Sale Transaction to FlexGen. The Debtors will soon submit an updated proposed order approving the sale.

PLEASE TAKE FURTHER NOTICE that, pursuant to the Bidding Procedures and the terms of FlexGen’s Bid, the Debtors hereby file and provide notice of additional contracts and agreements to be added to the Initial List of Potentially Assigned Contracts, as reflected on **Exhibit A** attached hereto. The Debtors may assume and assign to FlexGen the contracts or agreements listed on **Exhibit A** to which you are a counterparty. The Debtors have conducted a review of their books and records and have determined that the cure payments (“Cure Payments”) for unpaid monetary obligations under such contracts is as set forth on **Exhibit A**.

PLEASE TAKE FURTHER NOTICE that if you disagree with the proposed Cure Payments, object to a proposed assignment to FlexGen of any Contract, or dispute the ability of FlexGen to provide adequate assurance of future performance with respect to any Contract, your objection must: (a) be in writing; (b) comply with the applicable provisions of the Bankruptcy Rules, Local Bankruptcy Rules, and any order governing the administration of these chapter 11 cases; (c) state with specificity the nature of the objection and, if the objection pertains to the proposed Cure Payments, state the correct Cure Payments alleged to be owed to the objecting contract counterparty, together with any applicable and appropriate documentation in support thereof; and (d) be filed with the Court and served and actually received no later than **August 21, 2025 at 5:00 p.m. (EST)** (the “Objection Deadline”) by (i) the Debtors, (ii) the Office of the United States Trustee for the District of New Jersey, (iii) counsel to the official committee of unsecured creditors appointed in these chapter 11 cases, (iv) FlexGen, and (v) any other party that has filed a notice of appearance in these chapter 11 cases.

PLEASE TAKE FURTHER NOTICE that, given that the Debtors and FlexGen intend to close the Sale Transaction prior to the Objection Deadline, the Debtors, through their advisors, are in the process of contacting each of the individual counterparties listed on **Exhibit A** to discuss proposed Cure Payments and any potential objections to the assumption and assignment of contracts to FlexGen. **Thus, the Debtors encourage you to contact Uzzi & Lall at (646) 992-9582 or rfakih@uzzilall.com and dinterieri@uzzilall.com as soon as possible to discuss any proposed Cure Payments and the assumption and assignment of contracts to FlexGen.** The Debtors will determine, in their business judgment, how to address any remaining open issues concerning assumption and assignment of contracts to FlexGen, subject to the consent of FlexGen and otherwise in accordance with the FlexGen Asset Purchase Agreement (as may be modified or amended in accordance with its terms).

² Capitalized terms not otherwise defined herein shall have the meaning provided in the Bidding Procedures Order.

PLEASE TAKE FURTHER NOTICE that if no objection to (a) the Cure Payments, (b) the proposed assignment and assumption of any Contract, or (c) adequate assurance of FlexGen's ability to perform is filed by the Objection Deadline, then (i) you will be deemed to have stipulated that the Cure Payments as determined by the Debtors are correct, (ii) you will be forever barred, estopped, and enjoined from asserting any additional Cure Payments are due under the Contract, and (iii) you will be forever barred, estopped, and enjoined from objecting to such proposed assignment to FlexGen on the grounds that FlexGen has not provided adequate assurance of future performance as of the closing date of the Sale Transaction.

PLEASE TAKE FURTHER NOTICE that, notwithstanding anything herein, the mere listing of any Contract on this Supplemental Assumption Notice does not require or guarantee that such Contract will be assumed by the Debtors at any time or assumed and assigned, and all rights of the Debtors and FlexGen with respect to such Contracts are reserved. Moreover, the Debtors explicitly reserve the right, in their reasonable discretion, to seek to reject or assume each Contract pursuant to section 365(a) of the Bankruptcy Code and in accordance with the procedures allowing the Debtors and/or FlexGen, as applicable, to designate any Contract as either rejected or assumed on a post-closing basis.

PLEASE TAKE FURTHER NOTICE that, nothing herein (a) alters in any way the prepetition nature of the Contracts or the validity, priority, or amount of any claims of a counterparty to any Contract against the Debtors that may arise under such Contract, (b) creates a postpetition contract or agreement, or (c) elevates to administrative expense priority any claims of a counterparty to any Contract against the Debtors that may arise under such Contract.

PLEASE TAKE FURTHER NOTICE that copies of the Bidding Procedures Order or any other documents in the Debtors' chapter 11 cases are available upon request to Verita Global by calling (866) 507-8031 (U.S./Canada) or (781) 575-2122 (international); (b) by visiting the Debtors restructuring website at <https://www.veritaglobal.net/powin>; or (c) for a fee via PACER by visiting <http://www.njd.uscourts.gov>.

[Signature page to follow]

Dated: August 11, 2025

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Proposed Counsel for Debtors and Debtors-in-Possession

EXHIBIT A

#	Debtor	Counter Party	Proposed Cure Payment Amount	List of Contracts
1	Powin LLC	AgGrid	-	1. AgGrid (Powin cloud data analysis tool)
2	Powin LLC	Articulate	-	1. Articulate360 (eLearning for customers)
3	Powin LLC	Arm	-	1. Keil MDK (Integrated development environment)
4	Powin LLC	Atlassian	-	1. Atlas (Project Management); 2. Atlassian Assist; 3. Atlassian Guard (Product Security); 4. Bitbucket (Development); 5. Bitbucket Build Additions; 6. Confluence (Knowledge and Documentation Library and Project Management); 7. Jira Product Discovery; 8. Jira Service Management (Service Management); 9. Jira Software (Project Management); 10. Jira Toolkit Plugin; 11. Trello (Task Management)
5	Powin LLC	AWS	\$24,873	1. CT-Organization Account [292137719926]; 2. AFTManagement [535762430512]; 3. Archive - WWWAdmin [372067183721]; 4. IT - IT Operations [919998578947]; 5. Lab - Sandbox Account [539827714194]; 6. Lab - Site Simulation [637423352956]; 7. NonProd - aidev [730335624458]; 8. NonProd - Bedrock Sandbox [448049814862]; 9. NonProd - Cloud Management QAS [887633165396]; 10. NonProd - DataBricks Development [905418256850]; 11. NonProd - DataBricks Staging [905418308382]; 12. NonProd - DevQA [019300706542]; 13. NonProd - DevData Sandbox [471112616849]; 14. NonProd - DevOps Sandbox [533267421088]; 15. NonProd - Nops CM Management [302263067851]; 16. NonProd - Project Success [447659687157]; 17. Prod - ai Prod [536697223878]; 18. Prod - AWS Biz Data [741348618638]; 19. Prod - Data Powin [666165881743]; 20. Prod - DataBricks Production [654654596668]; 21. Prod - Powin Apps [476268248180]; 22. Prod - Powin Cloud Production [032278752466]; 23. Security - Audit [827704142006]; 24. Security - Log Archive [824388945158]; 25. Shared Services - AWS Infra Management [749373366383]; 26. Shared Services - Shared Services Account [180300777758]
6	Powin LLC	Axelliant	\$169,467	1. Axelliant (Microsoft 365 license)
7	Powin LLC	Azure	-	1. EntraID
8	Powin LLC	BeyondTrust	-	1. BeyondTrust Endpoint Privilege Management (Endpoint security); 2. BeyondTrust Privileged Remote Access (USA) (Remote support for customer sites); 3. BeyondTrust Privileged Remote Access (AUS) (Remote support for customer sites); 4. BeyondTrust Remote Support (Remote support for Powin endpoints)
9	Powin LLC	BUSMASTER	-	1. BUSMASTER (Simulate, analyze and test data bus systems such as CAN, LIN)
10	Powin LLC	Cato Networks	-	1. Cato Client (VPN)
11	Powin LLC	Comcast	\$1,995	1. Comcast (Internet circuit at Tualatin)
12	Powin LLC	Databricks	-	1. Databricks (Machine learning data platform)
13	Powin LLC	Docker	-	1. Docker Desktop (Hybrid toolkit to build, share, and run applications)
14	Powin LLC	etap	-	1. etap Electric Analyzer Program (Software for energy management, monitoring, and automation)
15	Powin LLC	GCAN	-	1. ECAN Tools (CAN monitor for use with GCAN hardware)
16	Powin LLC	GitHub	-	1. GitHub
17	Powin LLC	GoDaddy	-	1. GoDaddy (Web domain registration service)
18	Powin LLC	Jamf	\$15,895	1. Jamf (MacOS & iOS Management tools)

19	Powin LLC	JFrog	-	1. Artifactory (Repository for artifacts, containers, bins, and other engineering assets)
20	Powin LLC	LinkedIn	\$63,682	1. Career Pages - SMB; 2. Jobs Dashboard Manager; 3. LinkedIn (Training and recruiting website); 4. LinkedIn Learning (Training and recruiting website)
21	Powin LLC	LogMeIn	-	1. LastPass (Password Management)
22	Powin LLC	Matrix Networks (Cato)	\$36,739	1. Managed network services
23	Powin LLC	MCPC	\$105,941	1. MCPC (Managed asset services (laptops, servers))
24	Powin LLC	Metro Access Control	\$3,132	1. Metro Access Control (Door key card security vendor)
25	Powin LLC	Microsoft	-	1. Bookings (M365) (Scheduling and managing appointments); 2. Clipchamp (M365) (Make and edit videos); 3. Defender for O365 (plan 1); 4. Defender for O365 (plan 2); 5. Delve (M365) (Personal insights and relevant information on work and coworkers); 6. Excel (Spreadsheets); 7. Forms (M365) (Surveys, quizzes, forms); 8. Hyper-V (Create and use virtual machines locally); 9. Kaizala (M365) (Mobile chat app for work); 10. Lists (M365) (Customizable lists); 11. Loop (M365) (Think, plan, and create collaboratively); 12. M365 Audio Conferencing; 13. M365 Business Basic; 14. M365 Business Standard; 15. M365 E1; 16. M365 E3; 17. M365 E5; 18. M365 F1; 19. M365 International Calling Plan; 20. Microsoft Authenticator; 21. Microsoft Edge; 22. Microsoft Project; 23. O365 E1; 24. OneDrive; 25. OneNote; 26. Outlook; 27. Outlook Calendar; 28. People (Outlook Contacts); 29. Planner (M365); 30. Power Apps; 31. Power Automate; 32. Power Automate Per User Plan; 33. Power BI; 34. Power BI Pro; 35. Power Pages; 36. PowerPoint; 37. Project Online Essentials; 38. Project Plan 3; 39. SharePoint; 40. Stream (M365); 41. Sway (M365); 42. Team Domestic Calling Plan; 43. Teams; 44. Teams Premium; 45. Teams Room Pro; 46. To Do (M365); 47. Visio; 48. Visio Plan 2; 49. Viva (M365); 50. Viva Connections (M365); 51. Viva Engage (M365); 52. Viva Insights; 53. Viva Insights (M365); 54. Viva Learning (M365); 55. VSCode; 56. Whiteboard (M365); 57. Word
26	Powin LLC	Modbus Tools	-	1. Modbus Poll
27	Powin LLC	MSYS2	-	1. MSYS2 (MinGW GCC Compiler for Windows)
28	Powin LLC	Oracle	\$22,578	1. NetSuite; 2. NetSuite OLD (5053228); 3. NetSuite Production 2024 (6950795); 4. NetSuite Production 2025; 5. NetSuite Sandbox 1 (6950795_SB1); 6. NetSuite Sandbox 3 (6950795_SB3)
29	Powin LLC	PEAK-System	-	1. PCAN-View (CAN monitor for use with PCAN hardware)
30	Powin LLC	Procore	-	1. Procore Project Execution
31	Powin LLC	PTC	\$377,302	1. Arena - NetSuite Bi-Directional User; 2. Arena API Integration License; 3. Arena PLM; 4. Arena QMS; 5. Arena Read Only User License; 6. Arena Read / Write User License; 7. Arena SAS-ACU; 8. Arena Training Users; 9. Supplier Access User License
32	Powin LLC	Salesforce	-	1. Slack (Collaboration Software)
33	Powin LLC	SEGGER	-	1. J-Link (Programming and debugging)
34	Powin LLC	Splunk	-	1. Splunk (Data monitoring and analytics platform)
35	Powin LLC	SRecord	-	1. SRecord (EPROM load file tool)
36	Powin LLC	Starlink	-	1. Starlink (Internet services for Mesa AZ facility)
37	Powin LLC	SweetHawk	-	1. Notify (Audible browser notifications triggered by Zendesk)

38	Powin LLC	TeamViewer	\$29,500	1. TeamViewer (Remote support tool)
39	Powin LLC	Total Phase	-	1. Komodo GUI Software (CAN monitor for use with Komodo CAN hardware)
40	Powin LLC	Verkada	-	1. Verkada (Security cameras)
41	Powin LLC	Vimeo	-	1. Vimeo
42	Powin LLC	VMware	-	1. VMware vSphere (Support 2FA for on-prem access to PST / HMI using RSA)
43	Powin LLC	Vonage	-	1. Vonage
44	Powin LLC	WP Engine	-	1. WP Engine
45	Powin LLC	Zendesk	\$1,802	1. Zendesk (User facing ticket management); 2. Zendesk Talk
46	Powin LLC	Ziply Fiber	\$414	1. Ziply Fiber (Internet circuit at Tualatin)
47	Powin LLC	Zone & Co	-	1. Tactical Connect (BI connector from NetSuite to external tools)
48	Powin LLC	Zuper	\$93,420	1. Zuper (Field service management software)